

## **Article 11**

### **SENIORITY**

- A. Definition. Seniority shall be defined to mean a unit employee's total number of continuous service hours in the state classified service. Hours paid in excess of eighty (80) in a biweekly pay period shall not be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay, or layoff. For transfers or layoff and recall, the definition of seniority shall not include military service time earned prior to appointment to the state classified service, or service in any excepted or exempted position as provided for in Civil Service Rules dated May 1983, Sections 2-1 and 2-2 in state government which preceded entry into the state classified service, or service granted in accordance with Civil Service Rule 2-16, Assumptions.
- B. Annual Leave. If a unit employee leaves the state classified service and later is rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired unit employee has been in continuous pay status for five (5) years, all previous state classified service time shall be credited for annual leave accrual.
- C. Military Service Time or Time in Excepted or Exempted Positions. Up to five (5) years of military service hours and/or time spent in any position specified in Civil Service Commission rules dated May 1983 earned prior to entry into the state classified service shall be counted as continuous service hours for determining eligibility for annual leave accruals and, for military service only, longevity pay.
- D. Break in Service. A unit employee's continuous service hours shall be broken and not bridged when the unit employee leaves state classified employment for reasons other than layoff, suspension, lost time, or approved leave of absence. A unit employee who leaves the state classified service because of layoff, suspension, lost time, or approved leave of absence shall have continuous service hours bridged for the time of such absence but only for a period of absence up to five (5) years. A break in service is any period of continuous absence, for one of the reasons cited in this paragraph, of more than five (5) years.
- E. Seniority Ties. Ties in seniority shall first be resolved by considering the total continuous service hours in the unit employee's current class series. Ties which cannot be resolved on this basis shall be resolved by considering the total continuous service hours served at the current level. If ties still remain, they shall be resolved by adding the last four (4) digits of the unit employee's identification number, with the lowest sum indicating the greatest seniority.
- F. Seniority Lists. Seniority lists, utilizing the definition of seniority contained in paragraph A above, shall be prepared at the end of the first pay period in October and at the end of the first pay period in April showing the continuous service hours of all unit employees in a department on the payroll on the

preparation date. An electronic copy of the seniority list shall be provided to the Union.

1. The list prepared in October shall be in effect from November 15 through May 14; the list prepared in April shall be in effect from May 15 through November 14.
2. Each unit employee's seniority for each of the six (6) months periods shall be that which is indicated on the appropriate list.
3. Unit employees shall notify the Appointing Authority of any error in such seniority list within fifteen (15) days of the date unit employees are notified that the list is electronically available for review. If no error is reported within the fifteen (15) days, the list will stand as prepared and shall thereupon become effective. Any error reported shall be corrected promptly; however, errors reported more than fifteen (15) days after the list is made available for review shall not be effective until the next seniority list is prepared.
4. When a layoff is being implemented, the Appointing Authority shall update such seniority lists no more than six (6) weeks prior to the effective date of the layoff. The updated list shall be used to determine the layoff and bumping rights of unit employees scheduled for layoff.

G. Probationary Employees. Initial probationary unit employees shall not be granted, and shall not exercise, any seniority rights. Upon successful completion of the initial probationary period (2,080 Hours), such unit employees shall receive credit for the hours accumulated during the probationary period.

H. MDOT Civil Engineer and Construction Tech Co-op. After three consecutive years of service in a Scientific and Engineering Bargaining Unit position within MDOT, a unit employee who had previous employment in the MDOT Civil Engineer and Construction Technician Co-op Program, shall have that time credited as continuous service hours for purposes of longevity and annual leave accruals only. The employee must have been classified as a Construction Aide and must self-identify within 90 days of CSC approval of this Agreement or within 90 days of meeting the three year eligibility requirement.

I. Superseniority. Superseniority protection from layoff and bumping shall be granted for a total of thirty (30) unit employees who must be members of either the Union's elected Executive Officers, the negotiating team or stewards duly designated by the Union. In no event shall more than ten (10) unit employees in any one Department be granted superseniority.

1. Under no circumstances shall a steward, Executive Officer or negotiating team member be entitled to layoff protection unless the Union has provided the departmental Employer with written notice of super seniority status at least thirty (30) days prior to the issuance of a layoff notice.

Such superseniority protection shall exist only while the affected unit employee actually holds such office.